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PREAMBLE

The following Agreement constitutes a complete and total agreement by and between Local 1376, Laborers' International Union of North American, AFL-CIO, hereinafter referred to as the UNION and the Acoma-Canoncito-Laguna (A-C-L) Service Unit, including the New Sunrise Regional Treatment Center (NSRTC), Acomita, New Mexico, hereinafter referred to as the EMPLOYER, or Management.

This agreement is executed under the authority granted in the Civil Service Reform Act of 1978 (Public Law 95-454). That law is referenced in this Agreement by applicable statute and/or section number.

The EMPLOYER and EMPLOYEES of the Acoma-Canoncito-Laguna Service Unit are committed to the highest levels of patient care and safety. Therefore, the EMPLOYER and the UNION recognize the U.S. Department Health and Human Services Standards and will substantially comply with the standards and requirements of the Joint Commission on Health Accreditation of Health Care Organizations. All professional and non-professional staff, supervisors, managers and other EMPLOYEES, will work and perform their duties in compliance with appropriate certification and license requirements and standards of care and practice as set forth in applicable State and Federal Laws.

The purposes of this Agreement are to promote effective and efficient operations, harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and grievances and to provide the EMPLOYEES an opportunity to engage in collective bargaining with respect to conditions of employment and personnel policies and practices.

NOTICE OF INTENTION

In accordance with the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454), and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, participation of EMPLOYEES in the formulation and implementation of personnel policies affecting them contributes to the effective conduct of public business;

WHEREAS, the efficient administration of the EMPLOYER and the well-being of the EMPLOYEES require that orderly and constructive relationships be maintained between the parties hereto;

WHEREAS, subject to law and the paramount requirements of the public service, EMPLOYEE-management relations should be improved by providing EMPLOYEES an opportunity for greater participation in the formulation and implementation of personnel policies and procedures affecting conditions of their employment;

WHEREAS, effective EMPLOYEE-management cooperation in the public service requires a clear statement of the respective rights and obligations of the UNION and the EMPLOYER.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION & UNION DESIGNATION

Section 1: *Recognition*

- a. The EMPLOYER recognizes the UNION as the exclusive representative of all certified unit EMPLOYEES, hereinafter referred to as the EMPLOYEE, in the Unit described below, in accordance with the Certification of Election results issued by the Federal Labor Relations Authority for the Acoma-Canoncito-Laguna Service Unit/New Sunrise Regional Treatment Center (NSRTC), Acomita, New Mexico, in case No. DE-RO-50054, dated October 18, 1995.
- b. The UNION recognizes its responsibilities to represent the EMPLOYEES for as long as the UNION continues as the exclusive representative of such EMPLOYEES. The certified Unit to which this Agreement is applicable is defined as follows:

INCLUDED: All professional and non-professional Prevailing Rate System (wage grade) and General Schedule EMPLOYEES of the Acoma-Canoncito-Laguna Service Unit, Acomita, New Mexico (including the NSRTC and outlying clinics).

EXCLUDED: Commissioned Officers, management officials, supervisors, temporary and intermittent EMPLOYEES serving under appointments of 90 days or less, and EMPLOYEES as described in 5 U.S.C. Section 7112 (b) (2), (3), (4), (6) and (7).

Section 2: *Provisions*

The provisions of this Agreement shall be binding upon the parties in regard to any eligible EMPLOYEES added to this Unit due to organization, election, or addition of new programs, or resulting from decisions of the Federal Labor Relations Authority. It is understood that this Agreement does not apply to individuals not employed by the A-C-L Service Unit (including the NSRTC).

Section 3: *Termination*

Termination of this Agreement shall not, in and of itself, terminate the exclusive recognition granted the UNION.

ARTICLE 2

EMPLOYEE RIGHTS & PRIVILEGES

Section 1: Non-Discrimination

The UNION and the EMPLOYER affirm their joint opposition to illegal discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization of EMPLOYEES' skills and abilities without regard to age, sex, race, religion, color or national origin, handicapping condition or other conditions covered by law with due regard to Indian Preference.

Section 2: UNION Participation

EMPLOYEES in the bargaining unit shall have and be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any EMPLOYEE organization or to refrain from any such activity. Except as hereinafter expressly provided, the freedom of such EMPLOYEES to assist any EMPLOYEE organization shall be recognized as extending to participation in the management of the organization including presentation of its views to officials of the Executive Branch, Congress or other appropriate authority except where such participation would result in a conflict of interest or be otherwise incompatible with law or the official duties of the EMPLOYEES.

Section 3: Communication with Management

It is agreed and understood that EMPLOYEES of the unit may request to communicate with a supervisory or management official of a higher rank than the EMPLOYEE'S immediate supervisor or with a representative of the Servicing Personnel Office. The EMPLOYEE must request permission from their immediate supervisor to leave the job for this purpose. Upon the EMPLOYEE'S request, the supervisor shall arrange for the EMPLOYEE to contact the appropriate management official or the Servicing Personnel Office within two (2) working days from the date of the request, unless that date would fall on a weekend. In such case, the contact would occur the next regularly scheduled workday. It is not necessary for the EMPLOYEE to explain his reasons for wanting to talk to any of the above officials, but in the interest of mutual understanding, it is suggested that the supervisor be made aware of the subject to be discussed and if the problem falls within the supervisor's scope of authority, resolution will be attempted at that level.

Section 4: Maintenance of Benefits

Any EMPLOYEE covered by the provisions of this Agreement shall not forfeit any of their benefits while on informal detail or temporary loan within the bargaining unit.

Section 5: Contract Reproduction

The UNION and the EMPLOYER agree to alternately pay the costs for printing or other reproduction of the Agreement. The party who pays the costs will also make arrangements for reproduction. A sufficient number of copies of the Agreement, as mutually agreed to by the parties, will be to furnished to the party not responsible for reproduction. All of the initial costs of printing or other reproduction will be borne by the UNION for this contract.

Section 6: UNION Representation

A UNION representative shall be given the opportunity to be represented at:

- a. A formal discussion between one or more representatives of the EMPLOYER and one or more EMPLOYEES in the unit or other representative concerning any grievance or any personnel policy or practices or other general condition of employment; or,
- b. Any examination of an EMPLOYEE in the unit by a representative of the EMPLOYER in connection with an investigation if:
 1. The EMPLOYEE reasonably believes that the examination may result in disciplinary action against the EMPLOYEE; and
 2. The EMPLOYEE requests representation.
- c. Nothing in this contract will be construed as denying an EMPLOYEE any right which they have by Public Law 95-454.

ARTICLE 3

UNION REPRESENTATION

Section 1: Designating UNION Representatives

- a. The UNION may designate a bargaining unit EMPLOYEE to serve as Chief Steward in representing the interests of the UNION. This would result when some matter involves bargaining unit EMPLOYEES, such as; a change in personnel policies, practices or working conditions affecting the entire unit. The Chief Steward or designee shall be the designated EMPLOYEE to receive notice of formal discussions or notice of proposed changes involving bargaining unit EMPLOYEES. A bargaining unit EMPLOYEE may hold other positions in the UNION.
- b. The UNION may designate a total of seven (7) bargaining unit EMPLOYEES to serve as primary stewards at the A-C-L Service Unit/NSTRC, at least one of which may be designated by the UNION as the professional unit representative and another as the non-professional representative. One of the stewards may also be designated as the Chief Steward. The UNION may also designate up to seven alternate stewards who will function in primary stewards' absences.
- c. The UNION will provide the EMPLOYER, on a semi-annual basis or more frequently as necessary, with a complete and accurate list containing the names, along with the corresponding UNION position held, of all bargaining unit EMPLOYEES authorized to serve as UNION representatives. In addition, the UNION will also provide the EMPLOYER with a list of names and titles of those other non-bargaining unit UNION officials whom the EMPLOYER may have the occasion to interact with in the normal course of business.

Section 2: Contacts with UNION Representatives

The following procedures shall govern in establishing contacts between the EMPLOYER or bargaining unit EMPLOYEES and UNION representatives:

- a. A bargaining unit EMPLOYEE desiring to see a UNION representative must first notify their supervisor in accordance with the terms of this Agreement. Those EMPLOYEES seeking UNION representation during duty hours shall be released as soon as possible, but no later than the EMPLOYEE'S next regularly scheduled, non-overtime shift.
- b. A UNION representative desiring to speak with a bargaining unit EMPLOYEE in connection with appropriate labor-management purposes during duty hours shall contact the EMPLOYEE'S supervisor to arrange a time for the EMPLOYEE'S release to meet with the UNION representative. The UNION representative, if an IHS EMPLOYEE, shall notify their own supervisor of the tentative appointment and request release on official time for such purpose.

- c. The EMPLOYER agrees to notify the Chief Steward or other appropriate authorized UNION representative regarding proposed changes to working conditions or other formal discussions consistent with applicable laws and regulations.

Section 3: Official Time for UNION Representation

- a. The parties mutually agree that bargaining unit EMPLOYEES serving as UNION representatives are first and foremost EMPLOYEES of the IHS A-C-L Service Unit.
- b. The EMPLOYER recognizes bargaining unit EMPLOYEES' right to UNION representation and agrees that for effective UNION representation, a reasonable amount of official time will be granted to bargaining unit EMPLOYEES serving as designated UNION representatives to perform appropriate representational duties during normal duty hours in accordance with all applicable laws and statutes. It is both parties responsibility to make all efforts to ensure that use of official time is not abused.
- c. Bargaining unit EMPLOYEES serving as UNION representatives that are granted official time in compliance with the terms of this agreement, are required to record the amount of all such official time used on a form jointly developed by the parties as an attachment to this agreement for just such purpose. The forms will be turned in to the personnel office on a quarterly or as otherwise specified basis as needed to comply with agency reporting requirements.
- d. Some examples of situations where official time may be granted include:
 - 1. Preparation and/or presentation of grievances in accordance with the procedures in this Agreement;
 - 2. When serving as the UNION'S representative in an arbitration hearing;
 - 3. When designated by a bargaining unit EMPLOYEE to serve as their representative in the preparation for and conduction of an adverse action or discrimination complaint proceeding;
 - 4. Negotiations with management officials;
 - 5. Attending meetings of formal discussions or those where management requests the UNION'S presence;
 - 6. When performing other functions for which official time is specifically authorized by law or the terms of this Agreement.
- e. Official time may be granted in conjunction with attendance at training sessions sponsored by the UNION provided the subject matter is of mutual interest to the parties. Such time will not normally exceed two workdays for any individual per year. Written request for official time for this purpose, along with an agenda, will be provided to the appropriate individual at the personnel office as soon as possible, but no later than at least ten working days in advance of the training. The EMPLOYER agrees to respond to such request in a timely manner. The UNION will provide the official designated above with a list of bargaining unit attendees showing dates and times of their attendance upon completion of the training. Prior verbal notification is encouraged.

- f. Official time will not be granted for functions not listed or referenced above unless mutually agreed to by the parties.
- g. The parties agree that problems with the use of official time are to be addressed at the lowest possible level, i.e., at the service unit level initially prior to contacting the personnel office or other UNION officials outside the of the IHS if still not resolved.
- h. The parties agree that should the Chief Steward or other UNION representative travel from the service unit to another location outside the service unit for appropriate representational purposes, the EMPLOYER will incur no expense for such travel unless such travel is a result of a meeting that either the EMPLOYER requests or there is an entitlement for the UNION to attend.

Section 4: Non-Duty Time Activities

The UNION agrees that solicitation of UNION memberships and other activities related to internal activities of the UNION, such as the collection of dues, membership meetings, campaigning for the UNION office(s), and conducting elections will not be conducted during EMPLOYEES' duty hours.

Section 5: New EMPLOYEE Orientation

The UNION shall be afforded a period of official time as mutually agreed upon, to speak at or hold, orientation sessions for bargaining unit EMPLOYEES for the purpose of discussing the role of the UNION and this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1: Management Authority

Subject to Section 2 of this Article, nothing shall affect the authority of any management officials of the EMPLOYER to determine the mission, budget, organization, number of EMPLOYEES, and internal security practices of the Agency; and in accordance with applicable laws, to hire, assign, direct, lay off and retain EMPLOYEES in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such EMPLOYEES; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate sources; and to take whatever action may be necessary to carry out the Agency mission during emergencies.

Section 2: Negotiations

Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating, at the election of the EMPLOYER, on the number, types and grades of EMPLOYEES or positions assigned to any organizational subdivision; work project; or tour of duty; or on the technology, methods and means of performing work; procedures which management officials of the EMPLOYER will observe in exercising any authority under this Article .

Section 3: Resolution of Questions

Questions that may arise concerning the general administration or interpretation of this agreement may be resolved between the parties. Agreements will be reduced to writing and signed by both parties. If agreement cannot be reached by both parties after thorough discussions, a grievance may be filed in accordance with the negotiated grievance procedure. Discussions of this sort on the Agreement will be scheduled in advance by either party so that meaningful discussions may take place.

ARTICLE 5

UNION ACCESS TO FACILITIES & SERVICES

Section 1: Bulletin Boards

The EMPLOYER agrees to designate a space of approximately two feet by two feet (2'X2') on official bulletin boards located in the unit. This space will be appropriately marked to indicate that it is reserved for UNION matters. The UNION agrees that it will be responsible for maintaining the designated space in a neat manner. The UNION also agrees that the material posted will be in good taste and will not violate provisions of the Agreement or affect the security of the A-C-L Service Unit/NSRTC.

Section 2: New EMPLOYEE Information

The EMPLOYER agrees to furnish the UNION on a quarterly basis with a listing of Unit EMPLOYEES. The listing will include the work location and shift. It is agreed that first level supervisors will advise new EMPLOYEES of the name and work location of the Steward servicing the area in which the new EMPLOYEE is assigned.

Section 3: Publication of UNION News & Notices

The EMPLOYER will publish in the A-C-L Service Unit/NSRTC newspaper and/or bulletin, on a space available basis, notices or other appropriate news items of general interest and special UNION announcements submitted by the UNION and approved by the EMPLOYER.

Section 4: Written Directives

The EMPLOYER will provide, upon request, a copy of any written directives concerning working conditions and/or personnel policies.

Section 5: UNION Office Space

The EMPLOYER agrees to continue to provide the UNION with office space in which to conduct UNION business and further agrees that should space be limited and the EMPLOYER determines that it is necessary to use the current UNION space for patient care, other suitable space shall be made available.

Section 6: Internal Mail Distribution

The A-C-L Service Unit/NSRTC internal mail distribution system shall be made available to the UNION for the distribution of appropriate UNION material to EMPLOYEES in the unit. The availability of the mail system, including a mailbox, shall be contingent upon the needs of the A-C-L Service Unit/NSRTC.

Section 7: Meeting Facilities

The EMPLOYER agrees to provide meeting facilities, as available and upon sufficient advance notice, for UNION use for appropriate UNION business providing such facilities are left in a clean condition and do not interfere with the normal course of business.

Section 8: Usual and Customary Services

The UNION shall have access to the usual and customary office services for mutually beneficial labor-management purposes, including phones, facsimile and copier equipment, computers, printers and E-mail. Such usage shall be in accordance with the EMPLOYER'S regulatory requirements and representational purposes as prescribed by law.

ARTICLE 6

MATTERS APPROPRIATE FOR NEGOTIATION DURING TERM OF AGREEMENT (MID TERM BARGAINING)

Section 1: Negotiable Subjects

It is agreed and understood that matters appropriate for negotiation between the parties are personnel policies, programs and procedures relating to working conditions. Such subjects may include, but are not limited to, pertinent aspects of occupational health and safety, EMPLOYEE training, labor-management cooperation, EMPLOYEE welfare and services, methods of adjusting grievances and appeals, granting of leave, promotion plans, demotion, pay, reduction-in-force practices, and hours of work.

Section 2: Changes To Working Conditions

It is further recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the agreement does not alleviate the responsibility of either party to consult or negotiate with the other on any changes to working conditions initiated by the EMPLOYER. It is agreed that during the life of this Agreement, the EMPLOYER will negotiate with the UNION, if the UNION requests, should the EMPLOYER propose changes to working conditions during the terms of this Agreement.

Section 3: Mid-Term Bargaining

The parties agree that in accordance with Section 2 of this article and consistent with the Statute, mid-term bargaining will take place when the EMPLOYER initiates changes to working conditions during the term of this Agreement. In order to conduct mid-term bargaining as expeditiously as possible, the following procedures are agreed to:

- a. Notice of the proposed change or rules will be furnished by the EMPLOYER as early as possible, but in no event later than fifteen (15) working days prior to the requested implementation date stated in the notice. The EMPLOYER shall also provide all necessary information sufficient to permit full and proper discussion, understanding and negotiation regarding the proposal.
- b. The UNION shall provide the EMPLOYER written counter-proposals prior to the first bargaining session. If written counter proposals are not received within ten (10) workdays of receipt of the notice, concurrence is deemed and the EMPLOYER'S proposal shall be implemented.
- c. Bargaining shall commence within ten (10) work days of receipt of the EMPLOYER'S written proposals.
- d. Bargaining sessions shall occur on successive work days with reasonable accommodation made for work requirements imposed on representatives of both parties.

- e. Either side may request the assistance of the Federal Mediation and Conciliation Service (FMCS) at any point in the bargaining process. Both parties shall make themselves available as requested by the FMCS.
- f. Where impasse is reached, the FMCS representative shall be requested to certify the impasse in writing.
- g. Upon the certification referred to in Section 3f of this Article, either party may submit a request for the assistance of the Federal Service Impasses Panel (FSIP) within ten (10) calendar days from certification, or if none, from the date written declaration of an impasse is provided the other party. If such request to the FSIP is not made, the EMPLOYER'S proposed last offer may be implemented.
- h. If a proposal is implemented in accordance with Section 3g of this Article, it will not include the use of the FSIP.
- i. If a request to the FSIP is timely made in accordance with Section 3g of this Article, the proposal shall not be implemented, unless it falls within 5 U.S.C. Section 7106 (a) (1) and (2) or is otherwise permitted by law. In such cases, the EMPLOYER agrees to continue to bargain, at the request of the UNION, on the impact on EMPLOYEES of such implementation. Any agreement reached after implementation shall be given retroactive effect, except that Back-Pay liability shall not apply unless the EMPLOYER'S actions were inconsistent with this Agreement or law.

Post-implementation bargaining may be utilized upon mutual agreement of the parties.

Section 4: Legal Compliance

It is agreed and understood by the EMPLOYER and the UNION that nothing in this Agreement shall conflict with any applicable or future law or regulation of the Federal Government, including, but not restricted to, Executive Orders and those rules and regulations issued by the Office of Personnel Management (OPM) and the Department of Health and Human Services (HHS) and the IHS. This does not preclude any bargaining obligations that may exist under the statute.

Section 5: Status of Existing Agreements

- a. It is understood by the parties that this Agreement will supersede any local procedures, practices or policies that are in conflict with the provisions of this Agreement. Memoranda of Understanding or Agreement signed by the parties and dated prior to the effective date of this Agreement and which conflict with this Agreement are null and void.

- b. The provisions of Section 4a of this Article do not apply to agreements or settlements arising out of grievances, unfair labor practice charges, or other appeal procedures, unless in conflict with the provisions of this Agreement or the contractual language upon which they are based has been changed.
- c. The parties agree that established practices about which the EMPLOYER has actual or constructive knowledge and that have been accepted by the EMPLOYER will continue in effect unless changed by the terms of this Agreement or unless the UNION is notified prior to a change and afforded the opportunity to bargain on the change. Illegal practices will be terminated immediately.

ARTICLE 7

DURATION OF AGREEMENT

Section 1: *Duration*

This Agreement shall remain in full force and effect for three (3) years from the date it is approved. At least sixty (60), but not earlier than one hundred and five (105) days prior to the three (3) year maximum expiration date of this Agreement, and provided the Agreement has not been terminated at an earlier date, representatives of the EMPLOYER and the UNION shall meet for the purpose of commencing the negotiation of a new Agreement. However, this Agreement will be automatically renewed for an additional three (3) year period if neither party requests negotiations in writing by the sixtieth (60th) day prior to its termination date.

Section 2: *Re-Opener*

- a. Either party may request any Article or Section of this Agreement to be re-opened for further negotiations at any time during its term. The other party shall give good faith consideration to the request and mutual consent negotiations limited to the proposed changes shall commence. Any agreement reached shall be reduced to writing and duly executed by both parties.
- b. Specific articles shall by their terms be subject to re-opening in the manner and at such times as are set forth in those articles.

ARTICLE 8

INDIAN PREFERENCE

Section 1: Employment Preference

It is the policy as well as the intent of the EMPLOYER to implement the various legislative enactments which provide for preference in the employment of Native American people with the EMPLOYER. It shall be the policy and intent of LIUNA LOCAL 1376 to support the implementation of such legislative enactments.

Section 2: Applicability to Grievance Procedure

Matters contained in this Agreement in reference to Indian Preference shall be subject to the grievance procedure and arbitration as they relate to local application and interpretation.

ARTICLE 9
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1: Discrimination Policy

- a. It shall be the positive and continuing policy of both the EMPLOYER and the UNION that all qualified persons are assured equal opportunity in employment matters. Discrimination on the basis of race, color, religion, sex, age, national origin or physical or emotional handicap is strictly prohibited. The EMPLOYER shall continue to encourage constructive contributions from the UNION towards the goal of maintaining and providing equal employment opportunity. The UNION will be afforded representation on any Service Unit EEO Committee that may exist.
- b. The EMPLOYER recognizes the current DHHS policy regarding discrimination based upon sexual orientation.

Section 2: UNION Representation

EMPLOYEEES who have experienced difficulties regarding equal employment opportunity on the basis of race, color, religion, sex, age, national origin, physical or emotional handicap, or military service may be represented by the UNION in attempting to resolve their problems.

Section 3: Indian Preference

Nothing in this Article shall be construed as contrary to Indian Preference.

ARTICLE 10

HOURS OF WORK & OVERTIME

Section 1: Workday and Workweek

- a. The basic workday shall be eight (8) hours within not more than a consecutive nine-hour period. The basic workweek shall be five (5) days of forty (40) hours within any consecutive period of seven (7) calendar days.
- b. Weekends will be scheduled equitably among all similar EMPLOYEES in departments requiring weekend coverage. Whenever possible, EMPLOYEES will be permitted to have scheduled two (2) consecutive days off, however, when operating needs require, the EMPLOYER may schedule the basic workweek over a six (6) day period during an administrative workweek to provide for such need.
- c. Split tours of duty will not normally be assigned in any one week.

Section 2: Scheduling

While it is understood that Management retains the right to assign work, the scheduling of EMPLOYEES shall incorporate the following principals:

- a. Schedules shall be posted at least thirty (30) days in advance. The parties agree that changes to posted schedules may be necessary due to unforeseen circumstances. Notification to the UNION and all parties affected about such changes will be provided as soon as possible.
- b. Rotations from shift to shift in a seven-day period will only be made in the event of a staff shortage in order to provide adequate patient care.
- c. EMPLOYEES may request adjustments to their schedules to include permitting consecutive days off.
- d. Shift assignment shall be on a fair and equitable basis, taking into consideration whenever possible, an EMPLOYEE'S request for adjustment.
- e. The parties may explore the possibility of alternative hour combinations and overlapping schedules and/or self-scheduling experimentation. In those units where such practice is currently in place, EMPLOYEES will be permitted to continue doing so. If a majority of EMPLOYEES in other units request a trial period of self-scheduling, it will be granted. However, the EMPLOYER reserves the right to evaluate the trial period. EMPLOYEES and management will discuss and determine the operative scheduling rules. The EMPLOYER has the right to approve or adjust schedules. Operative scheduling rules will be influenced by: standards of care, qualifications of available staff, numbers of available staff and patient acuity.

- f. The parties agree that, to the extent possible adjustments to work schedules will be made for an EMPLOYEE'S participation in activities such as required training, grievance presentation or other matters.

Section 3: Meal Periods

EMPLOYEES will be entitled to a minimum thirty (30) minute duty-free meal period.

Section 4: Rest Periods

EMPLOYEES are entitled to a fifteen (15) minute rest period as near the midpoint as possible of each work shift of a least four hours duration except in unforeseen circumstances. An additional rest period of fifteen (15) minutes duration will be allowed an EMPLOYEE during each period of extended shift overtime of a least two (2) hours duration. Rest periods may not be appended to meal or leave periods of the beginning or end of an EMPLOYEE'S work shift. The EMPLOYER will identify appropriate areas for use by EMPLOYEES during their rest periods.

Section 5: Adjustment of Work Schedules for Religious Observances

An EMPLOYEE whose personal religious beliefs require the abstention from work during their regularly scheduled duty hours may elect to engage in overtime work for time lost in meeting those religious requirements to the extent that such modifications in work schedules does not interfere with the efficient accomplishment of the EMPLOYER'S mission. The EMPLOYEE must request and receive approval for such voluntary overtime and there must be overtime work available for the EMPLOYEE to perform. Conflicts in scheduling time-off for religious purposes will be resolved in accordance with the terms of Article XIII, Section 4 paragraph (b), of this Agreement.

Section 6: Overtime Hours and Distribution

- a. Hours worked in excess of the regularly scheduled basic (8 hours in a day or in excess of 40 hours in an administrative workweek for a basic, i.e., non-alternative work schedule) tour of duty that is officially ordered or approved and performed by an EMPLOYEE are considered overtime and compensated for in accordance with applicable regulations.
- b. Overtime assignments shall be distributed fairly, equitably and as equally as practicable among similar EMPLOYEES. Such assignments will be assigned on a rotational basis except in case of an emergency or unforeseen circumstances, which require the EMPLOYER to hold EMPLOYEES over or call EMPLOYEES into work without resorting to the rotation roster. An overtime rotation list containing accurate information of the amount of overtime each EMPLOYEE was offered and/or worked will be maintained and posted by the EMPLOYER in each work unit.

Section 7: Call Back Compensation

Any EMPLOYEE required to return to their place of employment either outside their normally scheduled tour of duty or on a day when not scheduled to work is entitled to a minimum of two (2) hours of premium pay, either in money or compensatory time-off. All reasonable efforts will be made to avoid requiring an EMPLOYEE to serve two (2) consecutive weekends in an on-call status.

Section 8: Notice of Overtime

Whenever possible, it shall be the practice of the EMPLOYER when directing overtime work to give EMPLOYEES a minimum of four (4) hours advance notice. Notification for planned overtime work to be performed on weekends shall be made no later than noon Friday, barring unforeseen circumstances.

Section 9: Overtime Relief

The EMPLOYER may, upon request, relieve an EMPLOYEE from an overtime assignment for personal reasons, if there is another qualified EMPLOYEE willing and available for the assignment.

Section 10: Overtime Compensation

- a. Prevailing Rate System (i.e., wage grade) EMPLOYEES may request compensatory time-off in lieu of overtime payment. Such EMPLOYEES will be compensated in accordance with applicable regulations.
- b. General Schedule (GS) EMPLOYEES covered by the Fair Labor Standards Act (FLSA) may choose either overtime payment or compensatory time-off when overtime is performed. Such EMPLOYEES will be compensated in accordance with applicable regulations.
- c. General Schedule (GS) EMPLOYEES that are exempt from coverage under the FLSA may elect compensatory time-off in lieu of overtime payment. Such an EMPLOYEE whose rate of pay exceeds GS-10, Step 10, of the General Schedule can be required to take compensatory time-off in lieu of overtime payment.

Section 11: Travel and Training

Entitlement to premium pay for periods of travel or training will be in accordance with all applicable laws, rules and regulations.

Section 12: Providing UNION with Tours of Duty Information

The EMPLOYER agrees to provide the UNION, upon request, copies of all unit EMPLOYEES' permanent (established) tours of duty. Changes to these tours of duty will be brought to the UNION'S attention in accordance with the provisions of either Section 2 of this article or Article XII, Section 4, of this Agreement.

Section 13: Clean-up Time

Where appropriate, EMPLOYEES may be granted a period of reasonable time before their meal period and/or prior to the end of their shift for personal clean-up purposes.

Section 14: Automated Time-Keeping Systems

The EMPLOYER agrees not to establish any automated time-keeping systems until all bargaining obligations have been met.

ARTICLE 11

ON-CALL POLICY

Section 1: General

In order to provide for appropriate patient care, the parties agree that some EMPLOYEES may need to be available to respond to emergencies at times other than their regularly scheduled tour of duty. Good faith will be exercised by the EMPLOYER, the UNION and EMPLOYEES in the application of this policy.

Section 2: On-Call Conditions

The following conditions will apply to all EMPLOYEES assigned to on-call status:

- a. An EMPLOYEE will be considered off duty and time spent in an on-call status shall not be considered hours of work, if:
 1. The EMPLOYEE is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the EMPLOYEE is required to remain within a reasonable call-back radius; or,
 2. The EMPLOYEE is allowed to make arrangements such that any work, which may arise during the on-call period will be performed by another person, subject to prior notification to and approval by, management.
- b. EMPLOYEES assigned to on-call status must respond to the facility as soon as possible but no later than within 45 minutes after being properly notified, except in those situations where weather conditions or other circumstances beyond the control of the EMPLOYEE prevent the EMPLOYEE from responding within this timeframe.
- c. It is the EMPLOYER'S responsibility to ensure that any electronic device is properly functioning at the time it is issued to an EMPLOYEE and the EMPLOYEE'S responsibility to ensure that the equipment they have been issued continues to function properly and to promptly report any equipment malfunction to the EMPLOYER.

Section 3: Compensation

An EMPLOYEE in on-call status is only compensated when called back to work beginning from the time they report to their duty station. Such EMPLOYEE will be compensated a minimum of two (2) hours for each call-back period. Management agrees to make every reasonable effort to effect payment for EMPLOYEES due call-back compensation within a reasonable period of time of the determination that the EMPLOYEE is entitled to such compensation.

Section 4: Authorization

Management will determine who is authorized to call in an EMPLOYEE in an on-call status and what criteria will be used to determine an emergency situation. Management will inform the UNION of such criteria.

Section 5: Determination of EMPLOYEES in On-Call Status

Management reserves the right to determine which EMPLOYEES will be placed in an on-call status as patient care needs dictate. The UNION reserves the right to bring to management's attention those EMPLOYEES who the UNION believes meet the criteria for on-call status. EMPLOYEES may request to either be considered for, or removed from, on-call status and management will consider such requests.

ARTICLE 12

STANDBY POLICY

Section 1: General

In order to provide for appropriate patient care, the parties agree that some EMPLOYEES may need to respond to emergencies at times other than their regularly scheduled tour of duty. EMPLOYEES in standby status are substantially restricted in their activities and, therefore, are entitled to be compensated for those periods of time in this status.

Section 2: Standby Requirements

The following conditions apply to all EMPLOYEES on STANDBY duty:

- a. An EMPLOYEE will be considered on duty and time spent on standby duty shall be considered hours of work if:
 1. The EMPLOYEE is restricted to the agency's premises, or so close thereto, that the EMPLOYEE cannot use the time effectively for their own purposes; or,
 2. The EMPLOYEE, although not restricted to the agency's premises:
 - i. is restricted to their living quarters or designated post of duty;
 - ii. has their activities substantially limited; and
 - iii. is required to remain in a state of readiness to perform work.
- b. Management will designate an appropriate standby duty station such as the medical facility, EMPLOYEE'S residence or other quarters, which may include government housing, for those EMPLOYEES in standby duty status.
- c. EMPLOYEES in standby duty status must respond as soon as possible, but no later than within 15 minutes of notification.
- d. EMPLOYEES assigned standby duty may be allowed to exchange such duty with another qualified EMPLOYEE subject to prior notification to and approval by, management.
- e. EMPLOYEES whose standby duty includes a holiday remain in standby duty status during the holiday unless notified by management otherwise.

Section 3: Compensation

EMPLOYEES will be compensated for standby duty in accordance with all applicable law, rules and regulations. Management agrees to make every reasonable effort to effect payment for EMPLOYEES due standby compensation within a reasonable period of time of the determination that the EMPLOYEE is entitled to such compensation.

Section 4: Determination of EMPLOYEES on Standby Duty Status

Management reserves the right to determine which EMPLOYEES will be assigned standby duty and will notify the UNION of bargaining unit EMPLOYEES assigned such duty. The UNION reserves the right to bring to management's attention those EMPLOYEES the UNION believes meet the criteria for standby duty. EMPLOYEES may request to either be considered for, or removed from, standby duty and management will consider such requests.

ARTICLE 13

LEAVE AND ABSENCE

Section 1: Management Responsibilities

- a. Supervisors must establish procedures for receiving and responding to leave requests that their EMPLOYEES will be expected to adhere to. Such procedures must be consistent with the terms of this article, in written format and address, at a minimum, those matters covered in paragraphs (b) and (c) below.
- b. Supervisors will designate another management official to be the leave approving official in their absence. Such designation shall be in writing and must be communicated to the EMPLOYEE(S) prior to the supervisor's absence.
- c. Supervisors will communicate to their EMPLOYEE(S) their procedure for responding to their EMPLOYEES' requests for leave. Such procedures must address what additional measures, if any, the EMPLOYEE is expected to follow should they be unable to speak with their supervisor upon the EMPLOYEE'S initial attempt at contacting their supervisor.
- d. Supervisors will respond to an EMPLOYEE'S request for leave as soon as possible.
- e. Supervisors will issue a reminder to their EMPLOYEES at the beginning of the last quarter of the calendar year to schedule any use-or-lose annual leave in order to avoid the possibility of forfeiture.

Section 2: EMPLOYEE Responsibilities

- a. All leave must be requested and approved in accordance with the supervisor's established procedures.
- b. All requests for unscheduled leave must be requested as soon as possible but no later than one (1) hour from the start of the EMPLOYEE'S tour of duty. Exceptions to this time limit may be made only if the EMPLOYEE requests the leave as soon as possible thereafter and provides reasons acceptable to the leave approving official regarding why the time limit could not be met.
- c. The EMPLOYEE must request the leave directly from their supervisor or their designee. Leaving a message with another EMPLOYEE will not be acceptable unless the EMPLOYEE'S supervisor or their designee has authorized such a procedure.

Section 3: General

- a. EMPLOYEES earn leave in accordance with applicable statutes. Approval of leave requests will take into consideration reasonable notice and the workload and staffing requirements of the EMPLOYEE'S work unit.
- b. When an EMPLOYEE requests leave while at their duty station, a leave application, Standard Form (SF) 71, must be completed and approved prior to the start of the leave unless the supervisor has established otherwise in accordance with Section 1, paragraph (c), of this article. If an EMPLOYEE is away from their duty station at the time leave was requested and approved, the EMPLOYEE will submit a SF-71 to their supervisor or designee immediately upon the EMPLOYEE'S return to duty.
- c. When a request for leave is denied, the supervisor or their designee shall promptly meet as soon as possible with the EMPLOYEE to explain their reason for denial and provide, upon the Employee's request, a copy of their reason for the denial in writing on the SF-71 to the EMPLOYEE.
- d. Leave is to be charged in increments of fifteen (15) minutes.

Section 4: Annual Leave

- a. EMPLOYEES are encouraged to submit requests for projected leave, including any leave for religious purposes or vacation periods, by February 15 of each year. In order to maximize their chances of having their leave approved and avoid the possibility of forfeiture of use-or-lose annual leave, requests for leave after this date should be submitted as soon as possible.
- b. Any scheduling conflicts among EMPLOYEES in a particular work unit over requests for leave for a particular timeframe will be resolved based on a lottery or chance basis. The order of the drawing will be based on most seniority at the A-C-L Service Unit/NSRTC. Such seniority may be used to disrupt another EMPLOYEE'S previously scheduled leave. When EMPLOYEES requests for projected leave are received by February 15 of each year, the supervisor shall prepare a projected leave schedule by March 1 of that year and ensure that it is updated as necessary. Reasonable efforts, consistent with workload and staffing requirements, will be made to adhere to this schedule.
- c. The EMPLOYER agrees to make every reasonable effort to avoid canceling previously scheduled leave. Any EMPLOYEE affected by a necessary change to the established schedule shall have the right to have their leave rescheduled. The EMPLOYER may approve an EMPLOYEE'S request for a change to previously scheduled leave as workload and staffing requirements permit.

Section 5: Sick Leave

- a. An EMPLOYEE who is absent due to illness or injury shall adhere to the terms provided for in Section 2 of this Article.
- b. EMPLOYEES will call their supervisor or designee daily to request sick leave unless other arrangements have been agreed to between the supervisor/designee and the EMPLOYEE.
- c. EMPLOYEES shall normally not be required to furnish medical documentation to support their requests for leave (paid or unpaid) unless such leave will exceed four (4) consecutive workdays. It is understood and agreed, however, that a supervisor has the right to require an EMPLOYEE to provide such documentation to support such leave requests when:
 - 1. There is a reasonable doubt of the EMPLOYEE'S capacity to perform their assigned duties; or
 - 2. The EMPLOYEE or a member of the EMPLOYEE'S family has been afflicted with a contagious disease.
- d. Sick leave restrictions may be implemented when:
 - 1. The EMPLOYEE'S leave record reflects an inappropriate or excessive use of leave during the previous six (6) month period; and
 - 2. The EMPLOYER has counseled the EMPLOYEE regarding the EMPLOYEE'S use of leave, there is a record of such counseling and the leave record does not indicate substantial improvement.
- e. The EMPLOYER must advise the EMPLOYEE in writing of the requirement to furnish medical documentation for any and all absences which the EMPLOYEE claims are due to illness or injury. When the EMPLOYEE'S leave record does not reflect an inappropriate or excessive use of leave for a period of six (6) months, the requirement to provide medical documentation shall be removed and the EMPLOYEE so advised in writing.
- f. Requests for leave for medical, dental, optical or other treatment shall be submitted for approval as far in advance as possible. EMPLOYEES may use leave for treatment by traditional tribal methods.

Section 6: Leave without Pay (LWOP)

- a. Leave without pay (LWOP) or temporary non-pay status and absence from duty may be granted at an EMPLOYEE'S request. An EMPLOYEE cannot demand that they be granted LWOP as a matter of right. However, in the case of disabled veterans who are entitled to LWOP if necessary for medical treatment and Reservists and National Guardsmen who are entitled to LWOP if necessary when activated, such requests will not be denied.

- b. LWOP may be granted to EMPLOYEES in cases of illness or injury when their sick and/or annual leave balances have been exhausted or when the EMPLOYEE requests leave for which annual leave would be granted and such leave is not available to the EMPLOYEE.
- c. Extended LWOP to attend a school or university whereby the Federal Service will benefit from the training, or to cover extended periods of illness not covered by sick or annual leave, may be approved and granted by the Director to an EMPLOYEE who is expected to return to duty.
- d. LWOP, regardless of an EMPLOYEE'S leave balance(s), may be granted by the EMPLOYER in special cases when determined by management to be of benefit to the EMPLOYEE and the Government.
- e. Written notice to the EMPLOYER by the UNION of the election or appointment of EMPLOYEES in the unit to a UNION office or as a delegate to a UNION activity and that their presence is required, will be accepted as justification for leave of absence subject to conditions outlined in paragraph (d) above. Such leave may not compromise patient care.
- f. An EMPLOYEE shall retain their title, grade and series during periods of LWOP.
- g. EMPLOYEES in an approved LWOP status shall retain all rights and privileges with respect to reduction-in-force, retirement status and coverage under the Federal EMPLOYEES Group Life Insurance (FEGLI) and Federal EMPLOYEES Health Benefits (FEHB) programs to which they may be entitled in accordance with applicable statutes and regulations.

Section 7: Advance Leave

Advance leave may be requested and approved in accordance with applicable laws and regulations.

Section 8: Family Friendly Leave Act (FFLA)

EMPLOYEES may use sick leave in accordance with provisions of the FFLA to provide care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental or optical examination or treatment; or, to make arrangements necessitated by the death of a family member or attends the funeral of a family member. A copy of the applicable guidelines will be provided to an EMPLOYEE upon their request.

Section 9: Family Medical Leave Act (FMLA)

EMPLOYEES may be entitled to twelve (12) administrative workweeks of leave for certain family and medical needs in accordance with the provisions of the FMLA. A copy of the applicable guidelines will be provided to an EMPLOYEE upon their request.

Section 10: Absences of Less Than One Hour

An EMPLOYEE who is unavoidably or necessarily absent or tardy for less than one hour may be excused, at the discretion of their supervisor and for adequate reason, without charge to leave or loss of pay.

Section 11: Military Funeral

An EMPLOYEE who is a veteran may be excused, without charge to leave or loss of pay, to participate as an active pallbearer or as a member of a firing squad of honor in funeral services of members of the Armed Services returned from overseas for final interment in the United States. Such excused leave may not exceed one (1) workday.

Section 12: Blood Donation

Workload permitting, EMPLOYEES who volunteer as blood donors either to blood banks without compensation, or directly to individuals, shall be excused for the time necessary for this purpose without charge to leave or loss of pay. An EMPLOYEE donating blood at an off-hospital facility will inform his supervisor in advance of his intent to donate blood, except in emergency situations which preclude advance notification. EMPLOYEES will go directly to the designated blood bank or hospital. The receptionist or nurse will annotate the EMPLOYEE'S arrival and departure time. EMPLOYEES who are rejected from donating blood will report directly to work or be charged leave. Normally, the maximum excused leave for travel time and recuperation shall not exceed two (2) hours.

Section 13: Required Examinations

An EMPLOYEE will be excused for the purpose of taking an examination when required by the EMPLOYER.

ARTICLE 14

HOLIDAYS

Section 1: Scheduling of Work on Holidays

Holiday work will be scheduled among EMPLOYEES in a fair and equitable manner. The EMPLOYER agrees to make a reasonable effort to develop a work schedule that would permit EMPLOYEES to observe either the Christmas or New Year's Holiday.

Section 2: Posting

The EMPLOYER agrees that posted work schedules reflecting regularly scheduled holidays will be published seven (7) days in advance of that holiday.

Section 3: Designated Holidays

The following days are recognized as holidays and will be observed as non-work days except for those personnel required to carry out the essential services of the Indian Health Service:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Section 4: Observance of Holidays

The observance of holidays will be in accordance with applicable regulations. When a holiday falls on an EMPLOYEE'S scheduled day(s) off, the holiday for the EMPLOYEE is determined as follows:

- a. For those EMPLOYEES whose regularly scheduled work week is Monday through Friday, when the holiday falls on Saturday, the day observed will be Friday;
- b. When the holiday falls on Sunday, the day observed will be Monday;

- c. EMPLOYEES whose work week is other than Monday through Friday will observe holidays in accordance with the following schedule:

| Scheduled Days Off | When Holiday Falls On | Days Off in Lieu of Holiday |
|---------------------------|------------------------------|------------------------------------|
| Sunday to Monday | Sunday Monday | Saturday Tuesday |
| Monday to Tuesday | Monday Tuesday | Sunday Wednesday |
| Tuesday to Wednesday | Tuesday Wednesday | Monday Thursday |
| Wednesday To Thursday | Wednesday Thursday | Tuesday Friday |
| Thursday to Friday | Thursday Friday | Wednesday Saturday |
| Friday to Saturday | Friday Saturday | Thursday Sunday |

Section 5: *Holiday Pay*

In accordance with applicable regulations:

- a. EMPLOYEES working overtime hours (hours in excess of their regularly scheduled workday) on a holiday shall receive the same overtime pay plus any applicable shift differential they would receive for overtime work on a non-holiday.
- b. EMPLOYEES working on a holiday outside their basic workweek will be compensated in accordance with applicable regulations.

ARTICLE 15

CLASSIFICATION PROCESS

Section 1: General

The parties agree that current, accurate and properly classified positions are important to the accomplishment of the mission of the Indian Health Service and to the morale and productivity of the EMPLOYEES. The parties further agree that management retains the right to assign work and to determine the personnel by which work will be conducted. The parties also agree that a position description contains the major duties and responsibilities assigned to a position and that it is not intended to be an all-encompassing list of duties or tasks. The term "performs other related duties as assigned" is defined as tasks not included in the position description but appropriate to the scope of the position's title, series and grade. The parties agree that where it may be appropriate, position descriptions should reflect organizational goals and objectives consistent with the mission of the IHS.

Section 2: Management Responsibilities

- a. Supervisors are responsible for the preparation of position descriptions for positions under their supervision and for providing copies of position descriptions to their EMPLOYEES promptly upon the EMPLOYEE'S reporting for duty in the unit or as significant changes occur. Significant changes in an EMPLOYEE'S duties and responsibilities will be reflected in their position description in accordance with established regulations.
- b. Supervisors will review position descriptions of positions which they supervise on an annual basis. This review will include EMPLOYEE input and occur preferably at the time of the establishment of performance plans. The UNION may provide input to supervisors in the position description review process.
- c. Other reviews of position descriptions, such as changes to classification standards or guidance related thereto, will be conducted in accordance with applicable laws, rules and regulations. In any case where an EMPLOYEE'S position description is adversely affected to the extent that the title, series, grade level or qualification requirements would be changed, the UNION will be notified prior to the effective date of such action.
- d. Actions which would result in an upgrade to an EMPLOYEE'S position will be accomplished in a timely manner consistent with laws, rules and regulations and in consideration of maintaining high levels of moral and productivity.
- e. Upon request, the UNION will be provided copies of EMPLOYEE position descriptions, classification standards and/or related guidance and position review results.
- f. Any bargaining obligations that may arise in connection with changes to working conditions will be met consistent with the terms of this agreement and the statute.

Section 3: EMPLOYEE Responsibilities

- a. EMPLOYEES are responsible for performing the duties and responsibilities of their position to the best of their ability consistent with the established standards of performance and in support of the mission of the IHS.
- b. EMPLOYEES are responsible for providing input (written or verbal) to their supervisors with respect to changes in processes, duties, tasks, functions and/or technology that may affect their position description of record. This input may be provided at any time, but is particularly encouraged during the development of performance plans.

Section 4: Resolution of Disputes

- a. EMPLOYEES who feel that their position is not classified appropriately will bring the issue to the attention of their supervisor. The supervisor will provide information and guidance as to the basis for the classification of the position within 30 calendar days of such notification. The EMPLOYEE may request UNION representation and/or input to assist them in this process. In the event that the information and guidance provided by the supervisor does not resolve the dissatisfaction, the EMPLOYEE may request a classification audit by the Personnel Office. Normally, such a classification audit will be scheduled within 30 days of the request by the EMPLOYEE. Management agrees to consider fully any information, which the EMPLOYEE or the UNION, on the EMPLOYEE'S behalf, may present and to discuss the findings of the review with the EMPLOYEE and the UNION. If there is no satisfactory resolution of the EMPLOYEE'S issues, Management will furnish the EMPLOYEE, upon request, copies of its findings in writing, which will include appeal rights and the process required to exercise those rights.
- b. In the event that an EMPLOYEE is concerned about the accuracy of their position description or the consistency of the application of the classification standards or guidance and cannot resolve these issues with their supervisor, then the dispute may be processed under the negotiated grievance procedure of this agreement.

Section 5: Notification to the UNION

The UNION will be notified in writing in the following circumstances:

- a. In accordance with Section 2.f. of this Article
- b. Upon the receipt of new classification standards or classification guidance that affects Bargaining Unit EMPLOYEES.
- c. When a change in policy, process or technology is instituted that will impact upon EMPLOYEE duties to the extent that title, series, grade level or qualification requirements may be affected.

ARTICLE 16

PROMOTIONS, VACANCIES & DETAILS

Section 1: General

The parties agree that the recruitment, development and retention of a highly qualified staff are essential to the successful accomplishment of the Indian Health Service mission. To this end, the EMPLOYER agrees that it will act expeditiously in filling vacant positions that it determines necessary in accomplishing its mission.

Section 2: Promotional Consideration

It shall be the policy of the EMPLOYER to give consideration to qualified unit EMPLOYEES for promotional opportunities to positions within the certified unit to extent possible within applicable laws and regulations. The EMPLOYER agrees to give good faith consideration to qualified unit EMPLOYEES with temporary appointments when filling permanent positions within the unit in accordance with applicable law, rules and regulations. This policy is not intended to alter, modify or otherwise conflict with any applicable provisions of the established Merit Promotion Plan and shall be implemented as hereinafter provided.

Section 3: Vacancy Announcements

- a. All vacant positions within the bargaining unit, including trainee-type, and others with promotion potential which the EMPLOYER intends to fill under merit promotion procedures, will be announced in accordance with the established Merit Promotion Plan, Indian Preference laws and all other applicable laws, rules or regulations.
- b. Vacancy announcements will remain open for the receipt of applications for a minimum period of ten (10) workdays. Vacancy announcements will be distributed in accordance with the established Merit Promotion Plan in the area of consideration and posted on official bulletin boards at the A-C-L Hospital, Canoncito Health Center, Laguna Health Center and New Sunrise Regional Treatment Center for the full ten-day duration. In addition, the EMPLOYER will furnish a copy to the UNION upon request.

Section 4: Area of Consideration

The initial area of consideration will not be extended beyond the A-C-L Service Unit/NSRTC if it can be established that there are at least three (3) best qualified candidates within the A-C-L Service Unit. Exceptions to this condition include:

- a. Positions for which open continuous announcements are issued on an IHS or area-wide basis;
- b. Shortage category positions for which special recruiting methods are required on an on-going basis;
- c. Non-competitive (career ladder) promotions;
- d. Special areas of consideration as described in the established Merit Promotion Plan.

Section 5: Interviews

Bargaining unit EMPLOYEES whose names appear on a referral certificate shall be given equal opportunity to participate in the interview process, if conducted.

Section 6: Details

- a. If an EMPLOYEE is detailed to a higher graded position for less than thirty (30) calendar days, the EMPLOYEE will be given a signed, dated memorandum, prior to the start of the detail, showing the position to which the EMPLOYEE is being detailed and the prospective inclusive dates of the detail. At the end of the detail, a copy of the memorandum, showing the actual inclusive dates of the detail will be forwarded to the Area Personnel office for filing in the EMPLOYEE'S official personnel folder (OPF).
- b. If any EMPLOYEE is detailed to a higher grade position for more than thirty (30) days, but not more than sixty (60) days, the EMPLOYER will submit a SF-52, Request for Personnel Action, for processing and filing in the EMPLOYEE'S OPF. If the EMPLOYEE remains in the position to which they have been detailed beyond the initial 60-day period, the EMPLOYEE will be promoted to the higher graded position, if eligible, in accordance with all applicable laws, rules and regulations.
- c. Temporary promotions of more than 120 days must be processed in accordance with the established Merit Promotion Plan.
- d. The parties agree that workload and staffing requirements may necessitate short-term details to other positions or duty stations within the A-C-L Service Unit/NSRTC. The parties further agree that notification will be provided to the UNION in accordance with Article 7 of this Agreement for details of more than five (5) consecutive workdays.

Section 7: Exceptions to Merit Promotion Competition

The incumbent of a position which has been upgraded on the basis of the issuance of a new classification standard, the correction of a classification error, or the gradual accretion of duties shall be entitled to be promoted to that upgraded position without competition in accordance with all applicable laws, rules and regulations.

Section 8: Notification

The Personnel Office will notify all applicants of their selection or non-selection in accordance with the established Merit Promotion Plan procedures.

ARTICLE 17

HOUSING

Section 1: Representation

The Union shall be permitted to appoint one Union representative to serve as a member of the Service Unit Housing Committee.

Section 2: Notification and Opportunity to Appear

No action shall be taken toward an EMPLOYEE unless and until they have been notified of the action and given at least thirty (30) days to appear before the Housing committee. Action taken by the Housing Committee shall be consistent with the IHS Quarters Management Manual.

Section 3: Conditions

Houses shall be in clean, safe and serviceable condition prior to occupancy.

Section 4: Service Unit Housing

This Article applies only to GSA housing under the control of the A-C-L Service Unit.

ARTICLE 18

HEALTH & SAFETY

Section 1: Safety

- a. The EMPLOYER and the UNION jointly agree to undertake programs to provide for safe working conditions of EMPLOYEES. The EMPLOYER agrees to utilize available resources to protect the health and safety of the EMPLOYEES and to utilize the Occupational Health and Safety Act and other appropriate EMPLOYER standards as a guide.
- b. The name, location and telephone number of the local safety officer will be posted on all official EMPLOYER bulletin boards.
- c. At the A-C-L Service Unit/NSRTC, the UNION will designate one (1) representative from the professional unit and one (1) from the non-professional unit to serve on the Safety Committee. These members may provide information to the Committee regarding any health and safety hazards requiring the review of the Committee.
- d. The designated representative will attend meetings of this committee scheduled during working hours and will actively participate in committee functions, without charge to leave. Such time will be charged as official time.

Section 2: On-the-Job Injury and/or Illness Reporting

- a. It is the responsibility of the EMPLOYEE to immediately report all accidents and unsafe conditions or acts, which occur on the job, no matter how slight, including job-related illnesses. The EMPLOYEE will follow all applicable safety and health procedures and regulations and will attend required safety and health training.
- b. The injured EMPLOYEE'S supervisor shall authorize or otherwise see that medical care is offered immediately upon notification of injury. As soon as possible or practicable, the supervisor shall explain to the EMPLOYEE, their family member or representative, the EMPLOYEE'S rights and options under the Federal Employees' Compensation Act (FECA). The supervisor or the Personnel Office shall supply the EMPLOYEE or representative with copies of appropriate forms and work with the EMPLOYEE or representative to ensure that the forms are properly completed. It is the EMPLOYEE'S or representative's responsibility to obtain a physician's statement and related documents if the EMPLOYEE received treatment at non-Indian Health Service facilities.
- c. The EMPLOYER will process and forward FECA claims and related documents to the appropriate Department of Labor (DOL) office for adjudication.
- d. The supervisor, with their EMPLOYEE'S involvement, shall process and forward reports in compliance with the DHHS Accident Reporting System.

Section 3: Reports to the DOL

The UNION or the EMPLOYEE has the option of reporting an uncorrected unsafe condition to the Department of Labor under the Occupational Health and Safety Act. A copy of all such reports will be provided to the Administrative Officer at the Service Unit at the same time as, or prior to, submission to the DOL.

Section 4: Unsafe and/or Hazardous Work

- a. No EMPLOYEE shall be required to work in areas where conditions exist that are unsafe or detrimental to their health without proper personal protection equipment and safety devices to be furnished by the EMPLOYER as provided in applicable Agency regulations. An EMPLOYEE may refuse to perform an assigned task if the EMPLOYEE reasonably believes that the task poses an imminent risk of death or serious bodily harm and the EMPLOYEE reasonably believes there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The Service Unit Safety Officer shall immediately investigate an EMPLOYEE'S complaint of unsafe conditions and the Safety Officer shall immediately report his/her findings to management and to the UNION Steward.
- b. No EMPLOYEE shall be required to engage in hazardous operations or operations where there is a high potential of injury or death as a result of the EMPLOYEE working alone. Except as stated in Subsection "a." of this Section, no EMPLOYEE shall refuse to perform an assigned task without first seeking effective redress through normal hazard reporting and abatement procedures. The UNION will be kept fully informed as to the operations or jobs ruled hazardous by the EMPLOYER under this Section.
- c. The EMPLOYER agrees to buy properly fitted safety shoes and safety glasses and back support belts for EMPLOYEES who are required as a condition of employment to wear them. Safety shoes will meet the A.N.S.I. Specification 241.1-67 equivalent. The EMPLOYER agrees to provide uniforms for maintenance employees or a uniform allowance at the Service Unit, if uniforms are required.
- d. The EMPLOYER agrees to provide, upon request, schedules of pay differentials to be paid to wage grade EMPLOYEES for irregular or intermittent duty involving unusually severe, unpleasant or hazardous working conditions through guidelines and authority established by the Office of Personnel Management and upon approval for application through DHHS channels. It is further agreed that EMPLOYEES will be notified by the supervisor(s) when they are assigned to work for which premium pay is authorized. If at any time during a job assignment, an EMPLOYEE believes that Environmental Differential Pay (EDP) is warranted, the EMPLOYEE should call the matter to the attention of the immediate supervisor who will make a determination with the Servicing Personnel Office and advise the EMPLOYEE whether or not EDP will be allowed. The EMPLOYEE may be represented by their Steward when discussing EDP with their immediate supervisor. Any dispute regarding additional pay not resolved by discussion between the immediate supervisor and the affected EMPLOYEE(S) shall be subject to the grievance procedure, including arbitration. Nothing herein shall deny the EMPLOYEE from presenting a claim for EDP.

- e. The Provisions of Section 4 of this Article will be administered in accordance with pertinent Department of Labor, Occupational Safety and Health regulations.

Section 5: UNION Recommended Safety Training

The EMPLOYER will consider UNION recommendations for safety training.

Section 6: Release Time for Safety Walk-Through

The EMPLOYER agrees that a UNION Steward at each Service Unit will be allowed to accompany the Safety Officer on safety walk-through on official time.

Section 7: Uniforms and Supplies

- a. All EMPLOYEES who are required or need to wear uniforms shall be paid the current uniform allowance authorized by IHS policy.
- b. The EMPLOYER shall provide any additional special garments or safety equipment, including disposable gowns, mask, goggles, hospital gloves and other protective garments or equipment and instruments.
- c. Such equipment shall be maintained in good order by the service unit and by the EMPLOYEES to whom the equipment is issued. Replacement articles shall be provided.
- d. Maintenance and other appropriate EMPLOYEES shall be provided appropriate safety equipment including safety shoes, kneepads, goggles, gloves, rain protection, coveralls or jumpsuits and other safety equipment as necessary.

Section 8: EMPLOYEE Health & Wellness Program

In accordance with applicable laws, rules and regulations, management agrees to support a Worksite Wellness Program for the benefit of all EMPLOYEES to enhance morale, heighten productivity, reduce stress and improve performance. The scope of the program will be consistent with resource availability and the mission of the Indian Health Service. The UNION will provide recommendations to management on the level and quality of the program and actively assist in resolving problems for the continued health and safety of the EMPLOYEES. Management agrees to consider such recommendations in good faith and work to improve the quality of worklife in a spirit of partnership with the UNION.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1: Good Faith Grievance Resolution at the Work-site

The EMPLOYER and the UNION desire that all EMPLOYEES be treated fairly and equitably. It is intended that this grievance procedure provide a means of resolving complaints and grievances at the lowest level possible and the EMPLOYER and the UNION agree to work toward this end.

Section 2: Grievances

For the purpose of this Article, a grievance is defined as any complaint:

- a. By an EMPLOYEE concerning any matter relating to the employment of a Unit EMPLOYEE within the control of the EMPLOYER; or
- b. By the UNION concerning any matter relating to the employment of any Unit EMPLOYEE within the control of the EMPLOYER; or
- c. By an EMPLOYEE, the UNION or the EMPLOYER concerning:
 - 1. The effect, interpretation or a claim of breach of the collective bargaining agreement; or
 - 2. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment in the Unit.

Section 3: Procedures

It is agreed that the following procedures will be the sole procedures available to EMPLOYEES in the Unit in processing grievances and complaints under this Agreement. The following matters are excluded from the negotiated grievance procedure:

- a. Any claimed violation relating to prohibited political activities
- b. Retirement, life insurance or health insurance
- c. A suspension or removal for reasons of national security
- d. Any examination, certification or appointment
- e. The classification of any position which does not result in the reduction in grade or pay of an EMPLOYEE
- f. Non-acceptability of a suggestion or failure of an EMPLOYEE to receive an award
- g. Termination of a temporary EMPLOYEE
- h. Non-selection for promotion
- i. Matters involving management retained rights under 5 U.S.C. Section 7106
- j. Separation of a probationary EMPLOYEE

Section 4: Selection

The appeal or grievance rights of EMPLOYEES subject to disciplinary action are established as follows:

- a. Removal, suspension for more than fourteen (14) days, furlough without pay and reduction in grade or pay are types of adverse actions for which the EMPLOYEE may use statutory appeal procedures or the negotiated grievance procedures. However, once an EMPLOYEE has invoked one of these procedures, they may not seek redress under another procedure.
- b. Disciplinary actions other than those adverse actions described in subsection "a." of this Section may only be grieved by the EMPLOYEE under the negotiated grievance procedure.

Section 5: Discrimination

- a. An aggrieved EMPLOYEE affected by discrimination on account of age, sex, race, creed, national origin, or marital status may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An EMPLOYEE shall be deemed to have exercised their option to raise the matter under either a statutory procedure or the negotiated procedure at such time as the EMPLOYEE timely initiates an action under the applicable statutory procedure or timely files a grievance.
- b. Selection of the negotiated grievance procedure in a grievance containing charges of discrimination based on Equal Employment Opportunity Commission (EEOC) guidelines in no manner prejudices the right of the EMPLOYEE to request the Merit System Protection Board (MSPB) or EEOC to review the final decision.

Section 6: Timeline for Filing a Grievance

It is agreed that a grievance will be initiated within twenty (20) days from the date of the event giving rise to the grievance, or from the date the grievant knew or should have known of the event giving rise to the grievance.

Section 7: Relevant Matters

At each step of this procedure, only matters relevant to the specific grievance at issue shall be discussed.

Section 8: *Grievance Steps*

The grievance must be submitted in writing and must contain a description of the basis for the grievance, the resolution desired, and the name of the EMPLOYEE'S representative, if any.

Step 1: As soon as possible within the twenty (20) days prescribed above, the grievant will submit their grievance to their immediate supervisor. An EMPLOYEE may be represented by the UNION or by themselves. The supervisor will render a written decision within ten (10) days. If the decision is not satisfactory to the grievant, it may be referred to the next step within fourteen (14) days of the immediate supervisor's decision.

Step 2: If the First Step decision is not satisfactory to the grievant, they may submit the grievance to the second level supervisor or their designee within fourteen (14) days. That official shall arrange for a meeting with the grievant and UNION Representative, if any, within ten (10) days of the receipt of the Step 2 grievance. The Step 2 official or the grievant may call for any EMPLOYEE record at the meeting that might assist in the review of the case. The Step 2 official shall give their written reply for the disposition of the grievance within ten (10) days following the meeting.

Step 3: If the Second Step decision is not satisfactory to the grievant, they may submit the grievance to their third level supervisor within fourteen (14) days. If that third level supervisor is subordinate to the SUD, then the grievance will instead be submitted to the SUD who will arrange for a meeting with the grievant and Representative within fourteen (14) days of the receipt of the grievance. This official shall give their written reply within fourteen (14) days following the meeting.

Step 4: If the Third Step decision is not satisfactory, the parties may use a mutually agreeable ADR process to resolve the grievance.

Section 9: *EMPLOYER Grievance*

Step 1: The EMPLOYER may file a grievance against the UNION within twenty (20) days from the date of the event giving rise to the grievance or from the date the EMPLOYER first become aware of the event causing the grievance. The grievance will be presented to the Chief Steward or their designee. The UNION will render a written response regarding the grievance within ten (10) days. The response shall provide the name and title of the UNION official to whom the grievance may be further elevated if not resolved at this Step.

Step 2: If the grievance is not resolved at Step 1, the EMPLOYER may file a grievance to the UNION official designated at Step 1 above within fourteen (14) days from the receipt of the Step 1 response. The designated UNION Official shall render a written decision within ten (10) days from the receipt of the Step 2 grievance. If the EMPLOYER is not satisfied with the Step 2 response, it may pursue the grievance further through a mutually agreeable ADR process, including arbitration, in accordance with the procedures set forth in this negotiated Agreement.

Section 10: Group Grievance

When a group of EMPLOYEES have similar grievances, they may be, by mutual consent, considered as an individual complaint of one EMPLOYEE. The group may continue to seek review of the succeeding steps as provided in this Article until a majority of the group agrees with a decision. A minority of the group may not seek review of the decision to the succeeding Step affected by the decision. When a group of EMPLOYEES have similar issues, they may by mutual agreement be processed as a single, consolidated grievance.

Section 11: Time Limits

Time limits shall be complied with except in unusual circumstances; in such cases, time limits may be extended by mutual agreement. Failure of the EMPLOYEE or their representative to observe the time limits shall terminate the grievance. If the EMPLOYER does not meet the time limits, the UNION or the grievant may unilaterally move the grievance to the next step of the procedure. Only the UNION may initiate arbitration

Section 12: Arbitration Cost Sharing

The parties agree to share the cost of arbitration for grievances that proceed to arbitration. This cost does not include the UNION'S legal fees, if any, unless such fees are awarded by the arbitrator.

Section 13: Waiver of Steps and Step Two (2) Grievances

Any steps of the grievance procedure may be waived by mutual consent of the parties. All grievances over disciplinary actions, adverse actions and denials of Within Grade Salary Increases (WIGI's) will begin at Step Two (2) of the grievance procedure.

Section 14: Informal Settlement

Nothing in this Article will preclude the parties from attempting to settle grievances informally and such efforts are encouraged.

ARTICLE 20

ARBITRATION PROCEDURE

Section 1: Right to Arbitration

If a decision on a grievance processed under the negotiated grievance procedure is not satisfactory, either the EMPLOYER or the UNION, either as the grievant or as the representative of an EMPLOYEE, may refer the issue to arbitration. A notice referring an issue to arbitration must be in writing signed by the UNION Business Manager or designee and submitted within twenty (20) days following receipt of the decision or completion of mediation efforts.

Section 2: Selection of the Arbitrator

- a. Within ten (10) days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the FMCS to submit a list not to exceed seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request.
- b. The parties shall meet within fourteen (14) days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the EMPLOYER and the UNION will each strike one arbitrator's name from the list and shall repeat the procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. A flip of a coin shall determine which party shall strike the first name. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 3: Fees and Expenses

All of an arbitrator's fees and expenses and all other expenses of arbitration shall be borne equally by Management and the UNION. Further, Management and the UNION shall share equally the expenses of any mutually agreed upon services in connection with an arbitration inquiry or hearing.

Section 4: *Arbitration Process*

Unless otherwise stipulated by the parties, proceedings will follow established practices and procedures.

Section 5: *Expedited Arbitration Procedure*

The parties may mutually agree by stipulation to an expedited arbitration procedure, such as:

1. A stipulation of facts
2. An arbitrator inquiry
3. A mini-arbitration

Section 6: *Time Limits*

The arbitrator will be told that in order to fulfill the delegation to arbitrate, they must render a decision and remedy to the EMPLOYER and the UNION as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing, unless the parties otherwise agree.

Section 7: *Arbitrator's Authority in Disputes over the Agreement*

The arbitrator shall have the authority to resolve any questions of arbitration and interpret and define the explicit terms of this Agreement, Agency policy, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this Agreement or Agency policy.

ARTICLE 21

DISCIPLINARY & ADVERSE ACTIONS

Section 1: Discipline

- a. Discipline will be initiated for such cause as will promote the efficiency of the Federal service. Discipline is intended to correct an individual's behavior, as well as to maintain order and efficient operation within the work place. It is understood that discipline should not be punitive in nature. Supervisors should use counseling and/or warnings prior to initiating disciplinary action. "Progressive discipline" includes the following types of action in accordance with federal regulations:
 1. Letters of reprimand
 2. Suspensions of fourteen (14) days or less
 3. Suspensions of more than fourteen (14) days
 4. Termination for "just cause"
- b. It is understood that these steps are not absolute and may or may not always be followed, depending on the misconduct.

Section 2: Notification

The EMPLOYER shall give at least thirty (30) days advance written notice of any proposed disciplinary action, with the exception of Letters of Warning, Admonishments, Letters of Reprimand, or discipline resulting from any situation in which the EMPLOYER invokes the "crime provision" of 5 U.S.C. Section 7513(b). Such notice will provide for a reasonable time to respond orally and/or in writing to the proposed action. The EMPLOYER shall give sincere consideration to the EMPLOYEE'S response and will make a good faith effort to address arguments raised. The EMPLOYER will provide a written notice of its decision. Letters of Reprimand or letters proposing more severe action shall be acknowledged by the EMPLOYEE'S signature as a record of receipt. Should the EMPLOYEE refuse to sign receipt of the letter, the supervisor will so state on the face of the letter.

Section 3: Copies to the UNION

The EMPLOYER agrees to furnish the UNION a copy of a disciplinary or adverse action proposal if requested by the affected EMPLOYEE. Copies of such proposals will be furnished to the UNION within four days after request by the EMPLOYEE.

Section 4: Right to Representation at Oral Reply to Proposed Adverse Action

It is understood and agreed that upon request by an EMPLOYEE, a UNION Representative may represent an EMPLOYEE in an oral reply to a proposed adverse action. A counseling or warning may be used to establish that an EMPLOYEE has been put on notice that the EMPLOYER has concerns regarding an EMPLOYEE'S conduct.

Section 5: Statutory Appeals

- a. The EMPLOYER agrees that the UNION may serve as an EMPLOYEE'S representative at a statutory appeals hearing, when so designated by the EMPLOYEE. The UNION'S participation at such hearings shall be governed by the rulings of the Hearing Officer and procedures of the applicable appeals procedure.
- b. The UNION shall be permitted to have an observer present at any statutory appeals hearing when the UNION is not designated as the EMPLOYEE'S representative if the EMPLOYEE so requests. The UNION'S right to attend and/or participate shall be governed by the rulings of the Hearing Officer and procedures of the applicable appeals procedure.

Section 6: Policy of Progressive Discipline

The EMPLOYER agrees to administer progressive discipline commensurate with the nature of the offense and consistent with federal law.

Section 7: Privacy Rights

The EMPLOYER agrees that right of EMPLOYEES granted by the Privacy Act will be respected when considering disciplinary and adverse actions.

ARTICLE 22

UNION DUES WITHHOLDING ALLOTMENTS

Section 1: Dues Allotment

- a. The EMPLOYER agrees that each eligible EMPLOYEE in the UNION covered by this Agreement has the right to make a voluntary allotment from their pay for the payment of their membership dues to the UNION or to revoke the allotment.
- b. The UNION will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for revoking it.

Section 2: Dues Allotment Standard Form (SF-1187)

- a. The UNION agrees to distribute to its members Standard Form 1187, "Request for Payroll Deductions for Labor Organizations Dues" and to receive at anytime, completed forms from members who request an allotment. The Chief Steward will then complete the required certification and submit the forms through LIUNA Local 1376.
- b. The EMPLOYER agrees to process Standard Forms 1187 in an expeditious manner.

Section 3: Dues Allotment Revocation

An EMPLOYEE may revoke an allotment by submitting an assigned Form SF-1188 on their anniversary date or the next day during the year following their first full year of membership.

ARTICLE 23

PERFORMANCE MANAGEMENT PROGRAMS

Section 1: Appraisal Regulation

The EMPLOYER agrees that EMPLOYEES will be appraised in accordance with applicable laws, rules, regulations and policies. As dictated by regulation and policy, the performance appraisal cycle/system will include but not be limited to the following elements:

- a. EMPLOYEES will be encouraged to participate in the preparation of performance plans.
- b. EMPLOYEES performance plans will be established consistent with their current and accurate position descriptions and shall be reviewed and acknowledged by the EMPLOYEE.
- c. At least one documented progress review will be conducted midway through the period covered by the EMPLOYEES Performance Plan.
- d. Assistance will be provided to help EMPLOYEES whose performance is less than successful to improve their performance. EMPLOYEES who are determined to be performing less than successfully will be given a formal performance improvement plan (PIP) to raise their performance to successful.
- e. Performance standards must be attainable and to the extent feasible, will be objective, explicit and measurable.
- f. To protect the integrity of the policies and procedures of the performance management program, all preparation periods, timelines, performance rating periods, procedures and opportunity periods shall be observed consistent with applicable rules, regulations and instructions.

Section 2: Access to Documentation

- a. The EMPLOYEE or the UNION, acting on the EMPLOYEE'S behalf, may request the reasons, records and documentation relied upon to make any rating.
- b. Such documentation shall be made available in an expeditious manner to the EMPLOYEE or their UNION representative. No adverse action may start until the EMPLOYEE has had the chance to review and respond to the reasons, record and documentation relied upon.
- c. EMPLOYEES who are determined to be performing at the less than successful level will be given an opportunity to improve prior to the initiation of a performance-based reduction in grade or removal action under 5 C.F.R. Section 432.

Section 3: Recognition and Awards Program

The EMPLOYER agrees that EMPLOYEES will be recognized and awarded for performance above the successful level in accordance with applicable laws, rules, regulations, policies and any existing Memoranda of Agreement.

ARTICLE 24

DRUG-FREE WORKPLACE

The EMPLOYER agrees that the implementation and administration of the DHHS Plan for a Drug-Free Workplace will be in accordance with all applicable laws, rules and regulations. The parties agree that any changes to the status quo will be in accordance with Article 6 with of this Agreement.

ARTICLE 25

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1: Assistance Efforts

The EMPLOYER and the UNION agree to continue efforts to identify, counsel and assist in rehabilitating EMPLOYEES with alcohol or drug related problems that affect their ability to perform their assigned duties.

Section 2: EAP Seminars

The EMPLOYER agrees to invite the UNION to attend seminars, workshops and training sessions designated to improve the means and methods of improving the program.

Section 3: Identifying Problems

The parties recognize their responsibility to identify and deal forthrightly with known problems at an early stage in a timely fashion. EMPLOYEES undergoing a prescribed program of treatment may be granted sick leave or excused absence for this purpose on the same basis as any other illness which requires absence from work.

Section 4: Disciplinary Action

The EMPLOYER and the UNION jointly agree that EMPLOYEES entering the EAP are not immune from disciplinary action; however, the fact that an EMPLOYEE is actively pursuing an established program of rehabilitation will be considered in determining appropriate disciplinary action.

Section 5: EAP Files

- a. The EMPLOYER and the UNION agree that the records for any EAP (including the Drug-Free Workplace for the A-C-L Service Unit/NSRTC Area) shall be kept separate and confidential from the Official Personnel Files and any other EMPLOYEE'S medical files identified in this Agreement.
- b. It is understood that an EMPLOYEE shall have access to their confidential EAP file for the purposes of reviewing and the obtaining copies of any documents contained in the file.
- c. It is also understood that an EMPLOYEE shall have the right to authorize a UNION representative to have access to the EAP file. Only authorized personnel shall have access to an EMPLOYEE'S EAP file.

ARTICLE 26

CIVIC RESPONSIBILITIES

Section 1: Jury Duty

In the event an EMPLOYEE is called for jury duty or jury qualification, the EMPLOYER will grant court leave not to exceed the normal work schedule per day consistent with regulations and workload requirements. If called, the EMPLOYEE shall notify the EMPLOYER promptly and shall submit a copy of their summons for jury service. Upon completion of EMPLOYEE'S service, the EMPLOYEE shall present to the EMPLOYER satisfactory evidence of time served on such duty, together with any jury fees received.

Section 2: Night Shift

A night shift EMPLOYEE who performs court service during the day will be granted court leave for their regularly scheduled night shift tour of duty comparable to time granted day shift EMPLOYEES.

Section 3: Voting

The parties agree to encourage all EMPLOYEES to exercise their rights to vote. EMPLOYEES may be granted excused absence for the purpose of voting in accordance with established regulations.

Section 4: Federal Fund Raising

The parties agree to encourage EMPLOYEES to participate in authorized federal fund raising campaigns; however, in no instance shall the EMPLOYER or the UNION exercise undue pressure on any EMPLOYEE to contribute if EMPLOYEES do not wish to contribute nor will any reprisal action be taken against EMPLOYEES who refrain from contributing. It is agreed that the principle of true voluntary giving to authorized federal fund raising campaigns shall be upheld.

Section 5: Court Witness

EMPLOYEES who are called as a court witness in their official capacity or as a witness for the Federal government in a non-official capacity are entitled to be carried in official duty status.

ARTICLE 27

ACCESS TO RECORDS

Section 1: Medical Records

Only authorized personnel shall have access to an EMPLOYEE'S medical records. Access, including by supervisors, will be granted only in accordance with the Privacy Act and other applicable laws, rules and regulations.

Section 2: Personnel Records

An EMPLOYEE'S OPF and personnel records at the Service Unit will be safeguarded to assure that all disclosures are in accordance with the Privacy Act and other applicable laws, rules and regulations. In accordance with the above, only authorized personnel shall have access to these files without prior written authorization.

Section 3: EMPLOYEE Review

Upon giving reasonable notice, an EMPLOYEE shall have the right to review their own personnel file(s) located in the Area Personnel Office and/or the Service Unit and obtain copies of any material therein.

ARTICLE 28

TRAINING & STAFF DEVELOPMENT

Section 1: General

The parties agree that, although EMPLOYEES are basically qualified to perform their duties as a prerequisite to employment, additional training or staff development may be necessary to maintain the competence of the work force. The parties also agree that mission-related training is training that supports agency goals by improving organizational performance at an appropriate level in the agency and includes the following:

- a. Training that supports the agency strategic plan and performance objectives
- b. Training that improves an EMPLOYEES current job performance
- c. Training that allows for expansion or enhancement of an EMPLOYEES current job
- d. Training that enables an EMPLOYEE to perform needed or potentially needed duties to outside the current job at the same level of responsibility, or
- e. Training that meets organizational needs in response to human resource plans and re-engineering, donating, restructuring, and/or program changes.

The parties agree that retraining means training and development provided to address an individual's skills obsolescence in the current position and/or training and development to prepare an individual for a different occupation in IHS, in another government agency, or in the private sector.

The parties agree that definitions of training, continued service agreements, interagency training and state and local government have the meanings as prescribed by law, rules, and regulations.

The parties further agree that a full range of options may be used to meet mission-related organizational and EMPLOYEE development needs, such as classroom training, on-the job training, technology-based training, satellite training, EMPLOYEES self-development activities, coaching, mentoring, career development counseling, details, rotational assignments, cross training and developmental activities at retreats and conferences.

Section 2: Management Responsibilities

Supervisors are required to plan and budget for training and staff development for their EMPLOYEES on a annual basis, preferably at the time of establishment of performance plans. Individual Training Plans are encouraged and should be developed jointly with EMPLOYEES. The establishment and implementation of training programs (which includes prioritization, assessment and record-keeping and evaluation) shall be consistent with applicable laws, rules and regulations. Selections for training shall be fair and equitable consistent with merit system principles. Written plans, policies and decisions will be provided to EMPLOYEES upon request. The requirements and procedures for continued service agreement will likewise be provided upon request or at the time of the development of the annual training plans.

Section 3: EMPLOYEE Responsibilities

EMPLOYEES are responsible for self-development, for successfully completing and applying authorized training and fulfilling continued service agreements. EMPLOYEES are also responsible for providing information (which reflects their total employment experience, training and education) to the Personnel Office that is appropriate for inclusion in their Official Personnel Folder. This may include duties involving orientation training for another EMPLOYEE. In addition, they share the responsibility to identify training needed to improve individual and organizational performance and identify methods to meet these needs effectively and efficiently.

Section 4: Funding Training & Staff Development

- a. Normally, training and staff development activities will be paid by the EMPLOYER. However, Title 5 U.S.C., Section 4109(a) (2), provides authority to share training expenses. When an EMPLOYEE submits a request to the supervisor to share expenses (such as tuition payment, registration, books or travel expenses in return for a change in tour of duty), such requests shall be considered consistent with annual training plans and responded to promptly.
- b. To the maximum extent possible, funding for training and staff development will be on a fair and equitable basis, consistent with cost-effectiveness, efficiency and merit system principles.

Section 5: Career Transition Assistance Plan (CTAP)

Displaced or surplus EMPLOYEES will be provided career transition services in accordance with the Indian Health Service Career Transition Assistance Plan.

Section 6: Interagency, Promotion and Academic Degree, Managerial or Supervisory Training

Interagency training, training leading to promotion or placement in other positions (including training for managerial or supervisory positions), or training to obtain an academic degree will be consistent with applicable laws, rules, regulations and merit system principles. Bargaining unit status will not be a factor in consideration for these types of training activities.

Section 7: Paying for Training Expenses

Premium pay and payments for temporary duty training assignments shall be in accordance with applicable laws, rules and regulations.

Section 8: Training Conferences

Attendance at conferences for training purposes may be authorized if the announced purpose of the conference is educational or instructional and more than half of the time is scheduled for planned, organized exchange of information between presenters & audience and the content of the conference is germane to improving individual and/or organizational performance and development benefits will be derived through the EMPLOYEE'S attendance.

Section 9: Accepting Contributions, Awards, and Payments from Non-government Organizations

EMPLOYEEES may accept contributions, awards and payments made in connection with non-Government sponsored training or meetings which an EMPLOYEE attends while on duty when the agency pays the training or meeting attendance expenses (in whole or in part) consistent with applicable laws, rules and regulations.

Section 10: Labor-Management Training

The UNION and Management will schedule quarterly training/orientation sessions on this agreement in a spirit of partnership. Upon mutual agreement of both parties, these sessions can be scheduled less frequently. Upon request, UNION representatives may attend supervisory training in order to develop a mutual information base.

Section 11: Joint Training Review Committee

The parties agree to establish a joint review committee to review the training plans, budgets and to make recommendations on improvements to the process as well as to identify problem areas that the committee feels needs attention. The committee should meet on a quarterly basis or at other frequencies as mutually agreed upon. (This does not preclude the use of the negotiated grievance procedure for specific problems.) This committee may be established as a standing committee of the Service Unit Partnership Council or may meet as a separate body.

ARTICLE 29

CONTRACTING OUT WORK

Section 1: Notification

The EMPLOYER agrees to keep the UNION informed concerning any plans to contract out existing bargaining unit work prior to the award of the contract. This includes contracting out as a result of any news including Public Law 93-638. The UNION will be notified and afforded an opportunity to bargain consistent with statutory requirements.

- a. EMPLOYEES displaced as a result of contracting-out will be given good faith consideration for vacant positions within the Albuquerque Area IHS for which they qualify.
- b. Affected EMPLOYEES will be provided with information about vacant positions in other areas of the IHS and the EMPLOYER will solicit consideration from these other IHS area offices.
- c. EMPLOYEES will be given assistance in registering for any available placement programs in effect that are operated by either the EMPLOYER, such as the Career Transition Assistance Program (CTAP), or the Office of Personnel Management (OPM), such as the Interagency Career Transition Assistance Program (ICTAP).
- d. The Employer will coordinate with the New Mexico Department of Labor and any other appropriate agencies to assist EMPLOYEES subject to separation in applying for private sector employment.
- e. The Employer agrees to reassign or retrain affected EMPLOYEES to the maximum extent possible.
- f. The Employer agrees that prior to conducting a reduction-in-force (RIF), it will consider existing vacancies for possible placement opportunities for those EMPLOYEES that may be affected by a RIF in order to maximize retention of career EMPLOYEES.

ARTICLE 30

REDUCTION IN FORCE (RIF)

Section 1: General

Through careful planning and use of other administrative techniques, the EMPLOYER shall seek to avoid the necessity of conducting a RIF whenever possible. In the event it becomes necessary to conduct a RIF, it will be done in accordance with all applicable laws, rules and regulations.

Section 2: EMPLOYEE Review of Official Personnel Folder (OPF)

Both parties will encourage affected EMPLOYEES to review their OPFs as soon as possible to ensure that they contain current information. Management will assist EMPLOYEES in this effort by arranging for convenient times and places for EMPLOYEES to conduct a review and filing any additional documents that the EMPLOYEE may request and that is appropriate for inclusion into the OPF.

Section 3: UNION Notification

The EMPLOYER will notify the UNION in writing as soon as possible but no later than forty-five (45) days in advance of the effective date of the RIF. This notification is to be given to the appropriate UNION representative. The notification will include the following information:

1. The justification for the RIF.
2. The competitive area(s) included in the RIF.
3. Copies of applicable grade and pay retention regulations.
4. Copies of applicable regulations explaining EMPLOYEE rights, including the effects of veteran and Indian preferences.
5. A list of tentative positions to be abolished, if available.
6. Copies of proposed sample notices.
7. An explanation of EMPLOYEES' regulatory bump and retreat rights, if applicable.

In addition, copies of all applicable OPM, DHHS and IHS regulations regarding RIF shall be made available to the UNION upon request.

Section 4: Review of Retention Register

Affected EMPLOYEES and the UNION will be allowed to inspect the RIF retention register in accordance with applicable regulations.

Section 5: Negotiations

The UNION will submit any request to negotiate along with any written proposals as soon as possible, but no later than fifteen days after receipt of the EMPLOYER'S notification. The parties will commence any negotiations within ten (10) days of receipt of the UNION'S proposals. Official time will be granted UNION representatives for such negotiations. The parties agree to meet at other mutually agreeable times to discuss the progress of the RIF.

Section 6: Access According to Privacy Act and Regulations

An EMPLOYEE'S personnel record will be safeguarded to assure that all disclosures are in accordance with the Privacy Act and other applicable regulations. In accordance with the above, only authorized personnel shall have access to an EMPLOYEE'S personnel file without prior written authorization.

Wherever practicable and to the maximum extent possible, give good faith consideration to waiving qualifications and/or restructuring vacant positions.

The parties agree to meet to discuss any positions that either side feels may be appropriate for consideration for restructuring.

ARTICLE 31

ALTERNATIVE WORK SCHEDULES (AWS)

Section 1:

1. Alternative Work Schedules (AWS) are scheduling patterns that fall into one of two basic categories: either a flexible or a compressed work schedule.
 - a. A flexible schedule breaks the 8-hour workday into components of flexible time and core time. During the flexible time bands, arrival and departure times for the workday are designated by the EMPLOYEE in concurrence with their supervisor; the core time period is the period of workday during which the EMPLOYEE must be present at work or in a leave status.
 - b. Under a compressed work schedule, an EMPLOYEE fulfills the work requirements in less than ten workdays by increasing the number hours in the workday. The two compressed schedules available for most EMPLOYEES' consideration are the 4-10 and the 5-4/9 schedules. Twelve (12) hour shifts may be considered in those units where appropriate. On the 4-10 schedule, EMPLOYEES work four, 10-hour days each workweek. On the 5-4/9 schedule, EMPLOYEES work eight, 9-hour days, one day at 8 hours and have one extra day off each pay period. Scheduling of workdays and arrival and departure times are designated by the EMPLOYEE in concurrence with their supervisor.
2. It is recognized that all EMPLOYEES participating in an AWS must accept the responsibility associated with this program, to include working at times without the presence of an immediate supervisor. EMPLOYEES may request either the flexible schedule or the compressed work schedule for their supervisor's consideration. A combination of both schedules is not allowed. The parties agree that an EMPLOYEE or Management may request deviations from established schedules.
3. Each organization has its own unique mission requirements. Consideration will be given to the use of any of the AWS options contained in this provision unless approval of an AWS would be inconsistent with mission requirements or could be detrimental to EMPLOYEE health, safety or the organization's security. EMPLOYEES in certain management determined situations may be excluded from participation in an AWS. However, an EMPLOYEE denied or excluded may grieve any such denial or exclusion.

4. The EMPLOYER may at any time discontinue or restrict flexible or compressed schedules when such schedules would have an adverse impact on the EMPLOYER's function. This determination will be provided in writing to the EMPLOYEE(s) and the UNION. Adverse impact means:
 1. A reduction of the productivity of the EMPLOYER.
 2. A diminished level of services to the public or customers by the EMPLOYER.
 3. An increase in the cost of EMPLOYER operations.
5. EMPLOYEES requesting consideration for an AWS will select one of the following:
 - a. Flexible Work Schedule:
 1. A fixed tour of duty consisting of five, 8-hour workdays per administrative workweek. EMPLOYEES will designate, with the concurrence of their supervisor, arrival and departure times around the core time period.
 2. Duty-free meal periods shall not be less than 30 minutes nor more than one hour in duration. EMPLOYEES will schedule meal periods with the concurrence of their supervisor.
 3. Subject to their supervisor's approval, EMPLOYEES may earn "credit hours" if they work more than eight hours per day. A maximum of 24 credit hours may be carried over from one pay period to the next. Credit hours may be earned and used in increments of 15 minutes.
 - b. 5-4/9 Compressed Work Schedule: A fixed tour of duty consisting of eight 9-hour workdays and one 8-hour workday to complete a basic work requirement of 80 hours within one bi-weekly pay period. Five of these days must be worked within one of the two administrative workweeks in the bi-weekly pay period and four of these days must be worked within the other administrative workweek of the same bi-weekly pay period. EMPLOYEES will designate, with the concurrence of their supervisor, scheduled workdays, arrival and departure times and meal periods.
 - c. 4-10 Compressed Work Schedule: A fixed tour of duty consisting of four 10-hour workdays per administrative workweek to complete a basic work requirement of 80 hours within one bi-weekly pay period. EMPLOYEES will designate, with the concurrence of their supervisor, scheduled workdays, arrival and departure times and meal periods.
6. If Management determines that it is more effective to utilize a compressed work schedule in order to meet mission requirements or an exigency, EMPLOYEES will be notified as soon as possible prior to implementation. EMPLOYEES desiring an exemption from this requirement based on personal hardship may submit to their supervisor, in writing, their request. The request must state the specific circumstances of the hardship involved. The EMPLOYEE will remain on their tour of duty unless a decision is rendered that is favorable

to the EMPLOYEE. Such decisions should be made as soon as possible, but not later than two working days.

7. An EMPLOYEE desiring to no longer voluntarily participate or who claims a hardship in participating in an Alternative Work Schedule must notify their supervisor in writing at least one full pay period in advance of the desired date of discontinuance. The EMPLOYEE will remain on their present tour of duty unless a decision is rendered that is favorable to the EMPLOYEE. Such decisions should be made as soon as possible, but no later than two working days. An EMPLOYEE may not request a change in their tour of duty more than three times in a calendar year, unless otherwise mutually agreed to by the parties.
8. Personnel in TDY or training status may observe their normal duty schedule to the extent practical.
9. EMPLOYEES who abuse AWS privileges may be removed from any AWS and placed on a regular tour of duty. EMPLOYEES, after notification that their performance is beginning to fall below the "Acceptable" level during the rating period and those who are rated less than "Acceptable" may not be permitted to work AWS.
10. Conflicts will be resolved in accordance with applicable provisions of this Agreement.
11. Overtime, premium pay, holidays and leave provisions will be in accordance with Public Law 97-221. Other regulations and rights and responsibilities of supervisors or EMPLOYEES are not altered by the provisions of this section.

ARTICLE 32

FLEXIPLACE

The parties agree that the implementation of the Flexiplace Program will be in accordance with applicable laws, rules, regulations and IHS Policies. Any changes to the status quo will be in accordance with Article 6 of this Agreement.

ARTICLE 33

PROFESSIONAL LICENSURE

It is a requirement of many professional positions to have a valid license to practice (i.e., nursing, medicine, etc.). It is the responsibility of the individual professional to maintain a current and valid license as a condition of employment. Should licensure lapse, the EMPLOYEE may either be placed in a leave without pay (LWOP) status for a period not to exceed two weeks, or detailed to another position which does not require licensure. If successful renewal has not been completed or verified within that period, the LWOP may be extended or detail continued.

It is the responsibility of the EMPLOYEE to make arrangements to secure continuing educational requirements to maintain licensure. It is the EMPLOYER's responsibility to allow sufficient opportunity to the EMPLOYEE to meet those requirements.

ARTICLE 34

CULTURAL DIVERSITY AND TRAINING

The parties agree that cultural diversity and awareness are important issues within the A-C-L Service Unit/NSRTC and that joint efforts should be undertaken which recognize, deals with and informs EMPLOYEES regarding these issues in the workplace.

ARTICLE 35

UNFAIR LABOR PRACTICE (ULP)

In the interest of attempting to resolve problems at the lowest possible level, the parties agree to discuss any potential ULP charge before filing a ULP charge with the Federal Labor Relations Authority. The charging party will provide information to the charged party at least seven (7) days prior to filing a ULP.

ARTICLE 36

PARTNERSHIP COUNCIL

The parties agree that within thirty (30) days of the signing of this Agreement, action will be taken to establish a Partnership Council at the A-C-L Service Unit, with the goal of having a functioning Council within 90 days. The Council shall consist of three (3) members each from management and the UNION, with alternates as mutually agreed upon in writing. The Council shall meet monthly at designated dates or at other times when circumstances warrant. The meetings will be conducted during normal duty hours and UNION representatives and other EMPLOYEES will be granted official time and/or excused absence, respectively, to attend. Each party will submit an agenda to the other party at least 24-hours prior to a regularly scheduled meeting.

OFFICIAL TIME LOG

Union Representative's Name: _____
(Print)

Union Representative's Signature: _____

Location: _____

Supervisor's Signature: _____
(For informational purposes only)

Month/Year _____

| DATE and TIME (From - To) | TOTAL AMOUNT of TIME USED | PURPOSE FOR OFFICIAL TIME | TIME CATEGORY* | ISSUE/PERSON REQUIRING REPRESENTATION (If applicable) |
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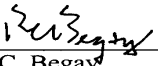
TOTAL FOR
EACH CATEGORY: a. _____
b. _____
c. _____

* TIME CATEGORY:

- Negotiations
- General Labor-Management Relationship: (Meetings involving formal discussions, safety, housing, L/M partnership, training, inspections, etc.)
- Dispute Resolution (grievance or ULP discussions with management officials or employees, investigating, preparing or responding to grievances, appeals, complaints or disciplinary actions, etc.)


IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day
of October, 2000.

FOR MANAGEMENT:

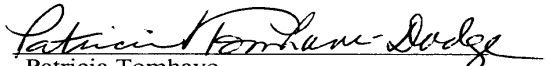


R.C. Begay
Chief Executive Officer
Acoma-Canoncito-Laguna Service Unit

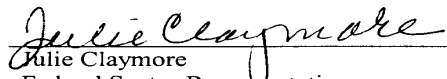
FOR THE UNION:



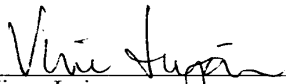
Penny Purley
Chief Steward
LIUNA Local 1376
Acoma-Canoncito-Laguna Service Unit



Patricia Tomhave
Director, Division of Human Resources
Albuquerque Area IHS



Julie Claymore
Federal Sector Representative
LIUNA Local 1376



Vince Lujan
Labor Relations Officer
Albuquerque Area IHS